

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Criminal No. 22-124 (NEB/TNL)

UNITED STATES OF AMERICA,

SUPERSEDING INDICTMENT

Plaintiff,

18 U.S.C. § 371

18 U.S.C. § 666

v.

18 U.S.C. § 1343

18 U.S.C. § 1542

18 U.S.C. § 1956

18 U.S.C. § 1957

1. ABDIAZIZ SHAFII FARAH,
2. MOHAMED JAMA ISMAIL,
3. MAHAD IBRAHIM
4. ABDIMAJID MOHAMED NUR,
5. SAID SHAFII FARAH,
6. ABDIWAHAB MAALIM AFTIN,
7. MUKHTAR MOHAMED SHARIFF,
8. HAYAT MOHAMED NUR,

Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the superseding indictment:

INTRODUCTION

1. The defendants devised and carried out a \$40 million scheme to defraud the federal child nutrition program, a program designed to provide free meals to children in need. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals to children. The defendants capitalized on changes in the program intended to ensure that underserved children received adequate nutrition during the Covid-19 pandemic. The defendants exploited the Covid-19 pandemic—and the resulting program changes—to enrich themselves by fraudulently misappropriating millions of dollars in federal child nutrition program funds.



A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

3. The Summer Food Service Program (SFSP) is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program (CACFP) is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating child care centers, daycare homes, and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program in Minnesota are served at “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by an organization that is authorized to participate in the Federal Child

Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA provides federal reimbursement funds to MDE on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursement funds to the sites under its sponsorship. The sponsoring agency retains ten to fifteen percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

9. Historically, the Federal Child Nutrition Program has provided meals to children involved in education-based programs or activities. During the Covid-19 pandemic, the USDA waived several of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. It also allowed for food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it more difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of

Feeding Our Future. Feeding Our Future was an approved sponsor of the Federal Child Nutrition Program.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of Minnesota daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. Feeding Our Future went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Aimee Bock oversaw a scheme to defraud, carried out by sites under the sponsorship of Feeding Our Future. Aimee Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. In 2020 and 2021, Aimee Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites, knowing that the sites were submitting fraudulent claims.

14. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative

fees to which it was not entitled, due to its sponsorship and facilitation of fraudulent sites participating in the program.

15. In addition to receiving tens of millions of dollars in administrative fees, Feeding Our Future employees solicited and received bribes and kickbacks from individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a “pay-to-play” scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and to make them appear legitimate.

C. Sponsor A

16. Sponsor A was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Like Feeding Our Future, prior to the onset of the Covid-19 pandemic, Sponsor A was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

17. Beginning in approximately April 2020, Sponsor A dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. The company went from receiving and disbursing approximately \$5.6 million in federal funds to sites under its sponsorship in 2019 to more than \$200 million in 2021. In 2021, sites under the sponsorship of Sponsor A claimed to have served more than 80 million meals to

children in Minnesota. Many of the sites operating under the sponsorship of Sponsor A fraudulently inflated their claims in order to appear that they were providing more food to children than was true. Together, the defendants claimed to be serving meals to tens of thousands of children each day throughout the State of Minnesota, for which they fraudulently claimed and received millions of dollars in Federal Child Nutrition Program funds.

D. The Defendants and Their Roles

18. Defendants ABDIAZIZ FARAH and MOHAMED ISMAIL were co-owners and operators of Empire Cuisine and Market LLC (“Empire Cuisine and Market”), a for-profit restaurant located in Shakopee, Minnesota. ABDIAZIZ FARAH registered Empire Cuisine and Market with the State of Minnesota in or about April 2020. Through Empire Cuisine and Market, ABDIAZIZ FARAH and MOHAMED ISMAIL participated in the Federal Child Nutrition Program both as a site and as a meal vendor under the sponsorship of both Feeding Our Future and Sponsor A. As a meal vendor, Empire Cuisine and Market was supposed to provide food or meals to sites participating in the Federal Child Nutrition Program; Empire Cuisine and Market would be reimbursed for the cost of the food and meals it actually provided to the public. In all, Empire Cuisine and Market received more than \$28 million in Federal Child Nutrition Program funds between approximately May 2020 and January 2022.

19. ABDIAZIZ FARAH also owned and operated Empire Enterprises LLC (“Empire Enterprises”), a shell company he created in or about April 2021 for use in receiving and laundering Federal Child Nutrition Program funds. ABDIAZIZ FARAH

used Empire Enterprises to receive and launder more than \$7 million in Federal Child Nutrition Program funds.

20. MOHAMED ISMAIL also owned MZ Market LLC, a shell company he created in or about June 2021 for use in receiving and laundering fraud proceeds.

21. Defendant MAHAD IBRAHIM was the president and owner of ThinkTechAct Foundation ("ThinkTechAct"), a Minnesota non-profit organization that also operated under the name Mind Foundry Learning Foundation ("Mind Foundry"). ABDIAZIZ FARAH served as a member of ThinkTechAct's Board of Directors.

22. ThinkTechAct and Mind Foundry created more than two dozen Federal Child Nutrition Program sites throughout the State of Minnesota, including in Minneapolis, St. Paul, Bloomington, Burnsville, Faribault, Owatonna, Shakopee, Circle Pines, and Willmar. These sites operated under the sponsorship of both Sponsor A and Feeding Our Future. At various times, ThinkTechAct and Mind Foundry claimed to be serving meals to more than 25,000 children a day at their sites. In all, between in or about February 2021 and January 2022, ThinkTechAct received more than \$18 million in Federal Child Nutrition Program funds from Sponsor A and another \$3.7 million from Feeding Our Future.

23. MAHAD IBRAHIM also owned MIB Holdings LLC, a shell company he used to receive and launder Federal Child Nutrition Program funds from Empire Cuisine and Market, Empire Enterprises, and other companies involved in

the scheme to defraud. MAHAD IBRAHIM used MIB Holdings to receive and launder more than \$2 million in Federal Child Nutrition Program funds.

24. Defendant ABDIMAJID NUR created and submitted fraudulent meal count sheets and invoices purporting to document the number of meals served at Federal Child Nutrition Program sites run by him and his co-conspirators. ABDIMAJID NUR also created and submitted fake attendance rosters purporting to list the names of the children who received meals at the sites.

25. Defendant ABDIMAJID NUR created Nur Consulting LLC in or about April 2021 to receive and launder Federal Child Nutrition Program funds from Empire Cuisine and Market, ThinkTechAct, and other entities involved in the scheme to defraud. ABDIMAJID NUR used Nur Consulting to receive and launder more than \$800,000 in Federal Child Nutrition Program funds between approximately April 2021 and January 2022.

26. Defendant SAID FARAH, the brother of ABDIAZIZ FARAH, and Defendant ABDIWAHAB AFTIN were the owners of Bushra Wholesalers LLC, a shell company SAID FARAH registered with the State of Minnesota in or about February 2021. Bushra Wholesalers purported to be a meal vendor company in the business of providing meals to be served at Federal Child Nutrition Program sites. In reality, Bushra Wholesalers was used to receive and launder more than \$4.5 million in Federal Child Nutrition Program funds between approximately February 2021 and January 2022.

27. Defendant MUKHTAR SHARIFF participated in the fraudulent scheme by, among other things, submitting fraudulent meal count sheets, invoices, and rosters claiming that he and others were serving meals to as many as 3,500 children a day at a site in Bloomington, Minnesota. MUKHTAR SHARIFF was also the CEO of Afrique Hospitality Group LLC, a company that he created in January 2021 and used to receive and launder Federal Child Nutrition Program funds.

28. Defendant HAYAT NUR, the sister of ABDIMAJID NUR, created and submitted fraudulent meal count sheets and invoices purporting to document the number of meals served at the defendants' Federal Child Nutrition Program sites. She also submitted fake invoices purporting to document the money sent to shell companies created and used to receive and launder proceeds of the scheme to defraud.

29. Individual J.S. was an employee of Sponsor A and a member of Sponsor A's board of directors. J.S. created a shell company called The Free Minded Institute LLC in July 2021. He enrolled The Free Minded Institute in the Federal Child Nutrition Program under the sponsorship of Sponsor A. The Free Minded Institute received nearly \$2.5 million in Federal Child Nutrition Program funds from Sponsor A from October 2021 to January 2022. J.S. paid over 97 percent of these funds to Empire Cuisine and Market. The rest of the money J.S. used for his own personal use.

30. Hadith Yusuf Ahmed and Individual I.M. were Feeding Our Future employees who solicited and received bribes and kickbacks from individuals and

companies involved in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

Count 1
(Wire Fraud Conspiracy)

31. Paragraphs 1 through 30 are incorporated herein.

32. From in or about April 2020 through in or about 2022, in the State and District of Minnesota, the defendants,

ABDIAZIZ SHAFII FARAH,
MOHAMED JAMA ISMAIL,
MAHAD IBRAHIM,
ABDIMAJID MOHAMED NUR,
SAID SHAFII FARAH,
ABDIWAHAB MAALIM AFTIN,
MUKHTAR MOHAMED SHARIFF,
HAYAT MOHAMED NUR,

conspired with each other, and others known and unknown to the Grand Jury, to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by means of wire, radio or television communication in interstate or foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

Object and Purpose of the Conspiracy

33. The object and purpose of the conspiracy was to carry out a fraudulent scheme to obtain millions of dollars in Federal Child Nutrition Program funds by causing the submission of fraudulent information, including falsified invoices and meal count records with substantially inflated figures.

Manner and Means of the Conspiracy

34. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

35. The defendants opened more than thirty Federal Child Nutrition Program sites throughout the State of Minnesota. They opened these sites in the name of several entities, including ThinkTechAct, Mind Foundry, The Free Minded Institute, and Empire Cuisine and Market.

36. As part of this conspiracy, MAHAD IBRAHIM enrolled his non-profit organization—called ThinkTechAct or Mind Foundry—in the Federal Child Nutrition Program. ThinkTechAct and Mind Foundry purported to provide STEM educational programs. In reality, the company operated as a shell designed to carry out the scheme to defraud the Federal Child Nutrition Program. During 2020 and 2021, MAHAD IBRAHIM opened up more than two dozen Federal Child Nutrition Program sites throughout the State of Minnesota, including in Minneapolis, St. Paul, Bloomington, Burnsville, Faribault, Owatonna, Shakopee, Circle Pines, and Willmar. MAHAD IBRAHIM opened and operated ThinkTechAct and Mind Foundry sites under the sponsorship of both Sponsor A and Feeding Our Future.

37. At times, MAHAD IBRAHIM and his co-conspirators fraudulently claimed to be serving meals to more than 25,000 children a day at the ThinkTechAct and Mind Foundry sites in 2021. Based on these fraudulent claims, ThinkTechAct and Mind Foundry received more than \$18 million in Federal Child Nutrition

Program funds from Sponsor A and an additional \$3.7 million from Feeding Our Future.

38. The conspirators also created a non-profit organization called The Free Minded Institute. Like ThinkTechAct and Mind Foundry, The Free Minded Institute purported to provide educational programming to children. In reality, the organization was created by a former employee and board member of Sponsor A and used as part of the fraudulent scheme. After enrolling The Free Minded Institute in the Federal Child Nutrition Program under the sponsorship of Sponsor A, the conspirators claimed that the company was serving meals to thousands of children at six sites around the State of Minnesota. Based on these fraudulent claims, The Free Minded Institute received nearly \$2.5 million in Federal Child Nutrition Program funds from Sponsor A.

39. In support of these claims, ABIDIMAJID NUR, HAYAT NUR, and other co-conspirators created and submitted fake meal count sheets and attendance rosters purporting to list the names of children who received meals at their sites. In reality, the rosters and other paperwork were fake. The defendants also created fake invoices purporting to document the purchase of food and other services from Empire Cuisine and Market and related companies.

40. The defendants used another company called Empire Cuisine and Market to receive and siphon off the proceeds of the scheme. ABDIAZIZ FARAH and MOHAMED ISMAIL's company, Empire Cuisine and Market, operated as a for-profit meal vendor that received Federal Child Nutrition Program funds for providing meals

and food to be served at sites. The defendants transferred much of the Federal Child Nutrition Program funds received by their non-profits ThinkTechAct, Mind Foundry, and The Free Minded Institute to Empire Cuisine and Market and related entities. For example, ThinkTechAct transferred more than 70 percent of the \$21 million in Federal Child Nutrition Program funds it received to Empire Cuisine and Market and related entities. The Free Minded Institute transferred approximately 97 percent of the \$2.5 million in Federal Child Nutrition Program funds it received to Empire Cuisine and Market.

41. These payments purported to be for the purchase of food and meals to be served at the sites. In reality, the defendants used Empire Cuisine and Market and other companies to divert Federal Child Nutrition Program funds and convert them for their own use.

42. Empire Cuisine and Market also opened its own Federal Child Nutrition Program sites under the sponsorship of both Sponsor A and Feeding Our Future. The conspirators submitted fake meal count forms, rosters, and invoices in which they fraudulently claimed to be serving meals to thousands of children a day at the sites.

43. In all, Empire Cuisine and Market received more than \$28 million in Federal Child Nutrition Program funds between May 2020 and January 2022.

44. The defendants created an array of other shell companies and entities that they used to siphon off and launder Federal Child Nutrition Program funds. Many of these companies were set up as fake food distribution and consulting companies that purported to provide the food and other logistics necessary to serve

meals to thousands of children a day at more than thirty Federal Child Nutrition Program sites. The defendants created and submitted invoices fraudulently claiming that these companies were entitled to millions of dollars in Federal Child Nutrition Program funds for providing meals to be served at the sites and other services.

45. In reality, these entities were used to receive and launder the proceeds of the scheme. After disbursing the Federal Child Nutrition Program funds to their various shell companies, the defendants used the money to make extravagant purchases for their personal use. Among other things, the defendants spent millions of dollars on real estate, including lakefront homes in Minnesota and a new house near Columbus, Ohio. They also spent hundreds of thousands of dollars in Federal Child Nutrition Program funds to purchase real estate in Nairobi, Kenya. In addition, the defendants used Federal Child Nutrition Program funds to purchase numerous vehicles, including but not limited to Porsche and Tesla vehicles, and to fund personal international travel, including trips to Dubai, Kenya, and Turkey.

46. The defendants also paid bribes and kickbacks to employees and former employees of Feeding Our Future and Sponsor A in exchange for their sponsorship of the defendants' fraudulent participation in the Federal Child Nutrition Program.

47. In total, the defendants fraudulently received approximately \$40 million in Federal Child Nutrition Program funds between approximately May 2020 and January 2022.

Acts in Furtherance of the Conspiracy

48. In furtherance of the conspiracy and to effect its unlawful objections, the defendants committed and caused to be committed the following overt acts, among others, in the State and District of Minnesota, and elsewhere:

Empire Cuisine and Market LLC's Enrollment in the Federal Child Nutrition Program

49. On or about April 1, 2020, ABDIAZIZ FARAH and MOHAMED ISMAIL registered Empire Cuisine and Market LLC with the Minnesota Secretary of State.

50. On or about April 16, 2020, ABDIAZIZ FARAH sent Sponsor A an application to open two Federal Child Nutrition Program sites.

51. On or about May 12, 2020, ABDIAZIZ FARAH sent an email to Sponsor A asking for "updates on payment" because he needed "some cash flow to get me through the month."

52. On or about June 1, 2020, ABDIAZIZ FARAH sent Sponsor A an email, copying MOHAMED ISMAIL, attaching meal count sheets for May 2020 for a site located in Shakopee, Minnesota. The meal counts claimed to serve nearly the identical number of breakfast and lunch meals every single day, ranging from 295 on May 15, 2020, to 300 on May 24, 2020, to 300 on May 31, 2020.

53. On or about February 9, 2021, ABDIAZIZ FARAH sent an email to Sponsor A, copying MAHAD IBRAHIM and ABDIMAJID NUR, stating that the "AL IHSAN" site "will be working with Mindfoundry and Empire" and that they were "planning to serve 1000-1500 meals every Sunday from that site." The email noted that ABDIMAJID NUR would be the site manager "representing MF & E."

54. On or about June 12, 2021, ABDIMAJID NUR entered a contract as an authorized representative on behalf of Empire Cuisine and Market as the vendor with Sponsor A as the sponsor. The contract stated that Empire Cuisine and Market would be providing meals to fifteen sites participating in the Federal Child Nutrition Program, including sites located in Minneapolis, St. Paul, Faribault, Owatonna, Shakopee, Bloomington, Circle Pines, and Savage. ABDIMAJID NUR sent an email to Sponsor A, copying MAHAD IBRAHIM and ABDIAZIZ FARAH, attaching the signed contract on or about June 21, 2021. The application was submitted to MDE under the sponsorship of Sponsor A.

ThinkTechAct and Mind Foundry

55. On or about May 21, 2020, MAHAD IBRAHIM sent an email to Sponsor A, copying ABDIAZIZ FARAH, attaching a site application for two new sites in Savage and Shakopee, Minnesota. The sites were created under Mind Foundry and listed MAHAD IBRAHIM as the authorized representative.

56. On or about May 27, 2020, MAHAD IBRAHIM sent an email to Sponsor A attaching additional site applications for four sites located in Shakopee and Burnsville, Minnesota.

57. On or about April 4, 2021, ABDIMAJID NUR sent ABDIAZIZ FARAH and MAHAD IBRAHIM an invoice claiming that Mind Foundry was entitled to \$2,410,155 in Federal Child Nutrition Program funds for having served a total of nearly 600,000 meals at 20 sites in March 2021.

58. On or about May 31, 2021, ABDIMAJID NUR sent an email with the subject line "CACFP Attendance and Invoice" to Sponsor A and ABDIAZIZ FARAH. Attached to the email was an invoice from Mind Foundry to Sponsor A claiming that Mind Foundry was entitled to \$2,725,188 in Federal Child Nutrition Program reimbursement funds for having served more than 670,000 meals at approximately 20 sites in May 2021.

59. On or about July 10, 2021, ABDIMAJID NUR sent an email with the subject line "June invoice" to ABDIAZIZ FARAH. Attached to the email was an invoice claiming that Mind Foundry was entitled to approximately \$867,002 in Federal Child Nutrition Program reimbursement funds for serving more than 200,000 meals at 19 sites during June 2021.

60. On or about October 18, 2021, ABDIAZIZ FARAH sent an email with the subject line "TTA Invoice" to MAHAD IBRAHIM. Attached to the email was an invoice claiming that Empire Cuisine and Market provided more than 360,000 meals at 14 ThinkTechAct sites. The invoice further claimed that Empire Cuisine and Market was entitled to more than \$1.6 million in Federal Child Nutrition Program funds.

The Free Minded Institute

61. On or about July 29, 2021, Individual J.S. registered a non-profit company called The Free Minded Institute with the Minnesota Secretary of State.

62. On or about August 16, 2021, ABDIMAJID NUR sent ABDIAZIZ FARAH a site authorization form describing The Free Minded Institute,

falsely, as “a non-profit organization that provides STEM educational programming and nutritious meals to low income and vulnerable communities.”

63. On or about October 5, 2021, ABDIMAJID NUR sent an email to Sponsor A with the subject line “September TTA & FMI Invoices.” Attached to the email were invoices from both ThinkTechAct and The Free Minded Institute for September 2021. The invoices falsely claimed that ThinkTechAct had served a total of 367,556 meals to children at 14 sites in September 2021 and that The Free Minded Institute served an additional 46,825 meals at three sites that same month. The invoice further claimed that ThinkTechAct was entitled to \$1,635,624 in Federal Child Nutrition Program funds and that The Free Minded Institute was entitled to \$208,371 in additional federal funds.

64. On or about October 11, 2021, ABDIMAJID NUR sent an email with the subject line “FMI Invoice” to ABDIAZIZ FARAH. Attached to the email were the same invoices ABDIMAJID NUR previously emailed to Sponsor A on or about October 5, 2021.

65. On or about October 20, 2021, Sponsor A issued three checks containing a total of \$172,800 in Federal Child Nutrition Program funds to The Free Minded Institute.

66. On or about October 21, 2021, Individual J.S. opened a bank account in the name of The Free Minded Institute. That same day, Individual J.S. deposited \$172,800 in Federal Child Nutrition Program funds into the newly opened account.

67. On or about October 22, 2021, Individual J.S. wrote a check for \$163,810 from The Free Minded Institute to Empire Cuisine and Market.

68. On or about November 2, 2021, ABDIMAJID NUR sent an email to Individual J.S., ABDIAZIZ FARAH, and Sponsor A with the subject line "Empire October Invoice." Attached to the email was an invoice from The Free Minded Institute to Sponsor A. The invoice fraudulently claimed that The Free Minded Institute served a total of 159,884 meals to children at seven Federal Child Nutrition Program sites during October 2021. The invoice further claimed that The Free Minded Institute was entitled to \$642,733 in Federal Child Nutrition Program reimbursement funds.

69. On or about December 6, 2021, ABDIMAJID NUR sent an email to ABDIAZIZ FARAH and Sponsor A with the subject line "FMI Invoice." Attached to the email was an invoice from The Free Minded Institute to Sponsor A falsely claiming that The Free Minded Institute had served a total of 281,412 meals at nine Federal Child Nutrition Program sites during November 2021. The invoice further claimed that The Free Minded Institute was entitled to \$825,225 in Federal Child Nutrition Program reimbursement funds.

70. On or about January 14, 2022, Individual J.S. wrote a \$850,000 check from The Free Minded Institute to Empire Cuisine and Market for "Dec. Catering."

The Feeding Our Future Sites

71. The conspirators also opened several Federal Child Nutrition Program sites under the sponsorship of Feeding Our Future.

72. On or about February 22, 2021, MAHAD IBRAHIM sent an email to Aimee Bock and Hadith Ahmed notifying them of ThinkTechAct's desire to open two new Federal Child Nutrition Program sites—one at the Lazy U mobile home park in Medford, a town in southern Minnesota with a population of approximately 1,200, and one at the Vista Villa mobile home park in Waseca, a town in southern Minnesota with a population of approximately 10,000.

73. On or about February 22, 2021, Aimee Bock submitted applications to open the Waseca and Medford sites to MDE.

74. On or about March 4, 2021, MAHAD IBRAHIM sent Aimee Bock and Hadith Ahmed meal count forms claiming that Mind Foundry served lunch and a snack to 2,000 children a day, seven days a week, at a site in Bloomington, Minnesota, during January 2021. MAHAD IBRAHIM further claimed that the Bloomington site served meals to 3,500 children a day, seven days a week, in February 2021.

75. MAHAD IBRAHIM also included a fake attendance roster purporting to list the names of approximately 3,600 children who received meals at the Bloomington site. Only approximately 103 of the names on the list matched the names of students who attended school in the Bloomington Public School District.

76. On or about March 17, 2021, MAHAD IBRAHIM wrote a \$377,000 check from ThinkTechAct to Empire Cuisine and Market.

77. On or about March 19, 2021, ABDIAZIZ FARAH wrote a \$500,000 check from Empire Cuisine and Market to Johnson Reiland Builders & Remodelers Inc. for the construction of a new home on Prior Lake in Minnesota.

78. On or about May 7, 2021, Feeding Our Future wrote a check for \$463,078 in Federal Child Nutrition Program funds to ThinkTechAct.

79. On or about May 10, 2021, MAHAD IBRAHIM wrote two checks totaling approximately \$576,795 from ThinkTechAct to Empire Cuisine and Market.

80. On or about May 10, 2021, ABDIAZIZ FARAH purchased a \$250,000 cashier's check from Empire Cuisine and Market to Johnson Reiland Builders & Remodelers.

81. On or about May 10, 2021, ABDIAZIZ FARAH wrote a \$250,000 check to MOHAMED ISMAIL.

82. On or about July 6, 2021, ABDIMAJID NUR sent Hadith Ahmed meal count sheets claiming that Mind Foundry served snacks and supper to 3,500 children a day, seven days a week, at the Bloomington site during the first two weeks of June 2021. ABDIMAJID NUR also submitted a fake attendance roster in support of the claims.

83. On or about October 21, 2021, MUKHTAR SHARIFF sent an email with the subject line "claims and invoice Sept 2021" to Feeding Our Future and ABDIJAMID NUR. Attached to the email were meal count sheets claiming that the Bloomington site served breakfast and lunch to between 3,200 and 3,600 children a day, seven days a week, during September 2021, as well as a fake attendance roster purporting to identify those children.

84. Also attached to MUKHTAR SHARIFF's October 21, 2021 email were meal count sheets claiming that in September 2021, Mind Foundry served between

310 and 316 children a day at the Medford site and between 330 and 340 children a day at the Waseca site. In support of these claims, MUKHTAR SHARIFF submitted fake attendance rosters for both the Waseca and Medford sites. The Medford roster contained a list of 314 names purporting to identify the children who received meals at the Medford site. Only seven of the names matched the names students attending school in the Medford Public School district.

85. On or about January 3, 2022, ABDIMAJID NUR sent an email with the subject line "DFC Billing" to MUKHTAR SHARIFF and MAHAD IBRAHIM. Attached to the email were meal count forms claiming that the Bloomington site served meals to approximately 3,500 children a day in December 2021 as well as a fake attendance roster purporting to list the names of more than 3,600 children who received meals at the Bloomington site.

86. On or about January 5, 2022, HAYAT NUR sent an email with the subject line "December's Invoices & Total Attendance Reports" to ABDIAZIZ FARAH. Attached to the email were meal count reports for all Mind Foundry sites, including the Waseca and Medford sites. These reports claimed that in December 2021, Mind Foundry served between 1,042 and 1,134 children a day, seven days a week, at the Waseca site and between 1,144 and 1,148 children a day at the Medford site.

Bushra Wholesalers LLC

87. The defendants created shell companies to obtain and launder proceeds of the fraud scheme. For example, on or about February 10, 2021, SAID FARAH and

ABDIWAHAB AFTIN registered Bushra Wholesalers LLC with the Minnesota Secretary of State.

88. On or about February 16, 2021, SAID FARAH and ABDIWAHAB AFTIN opened a bank account in the name of Bushra Wholesalers LLC.

89. That same day, SAID FARAH made an initial deposit of two checks into the newly opened Bushra Wholesalers account. The first check was a \$100,000 check from Empire Cuisine and Market to Bushra Wholesalers. The memo line on the check indicated that the payment was for the purchase of "wholesale products." SAID FARAH also deposited a second \$100,000 check from ThinkTechAct for "food storage."

90. On or about May 17, 2021, SAID FARAH deposited into the Bushra Wholesalers account a \$97,299 check from Empire Cuisine and Market to Bushra Wholesalers. The memo line on the check indicated that the payment was for "groceries."

91. The following day, on or about May 18, 2021, ABDIWAHAB AFTIN made a \$200,000 wire transfer from the Bushra Wholesalers account to Capital View Properties in Nairobi, Kenya, as part of the purchase of real estate in Nairobi.

92. On or about July 7, 2021, SAID FARAH wrote a \$189,000 check from Bushra Wholesalers to MIB Holdings, a shell company created and used by MAHAD IBRAHIM to receive and launder fraud proceeds. The memo line indicated that the check was for "Consulting."

93. On or about August 9, 2021, SAID FARAH wrote a check for \$221,456 from Bushra Wholesalers to MIB Holdings. The check indicated that the payment was for "Consulting Program Management."

94. On or about September 3, 2021, SAID FARAH wrote a check for \$159,800 from Bushra Wholesalers to MIB Holdings. The check indicated that the payment was for "Consulting."

95. On or about October 15, 2021, SAID FARAH wrote a check for \$152,000 from Bushra Wholesalers to Lafey Plaza LLC, another shell company created and owned by SAID FARAH. The memo line falsely claimed that the check was for "groceries payments."

Empire Enterprises LLC

96. On or about April 5, 2021, ABDIAZIZ FARAH created a shell company called Empire Enterprises LLC, which he and his co-conspirators used to fraudulently receive and launder nearly \$7 million Federal Child Nutrition Program Funds.

97. On or about April 6, 2021, ABDIAZIZ FARAH opened a bank account in the name of Empire Enterprises LLC. That same day, ABDIAZIZ FARAH deposited a \$432,796 check from ThinkTechAct to Empire Enterprises. The memo line on the check claimed that the payment was for "CACFP Food."

98. On or about April 13, 2021, ABDIAZIZ FARAH transferred \$150,000 from Empire Cuisine and Market into the Empire Enterprises account.

99. On or about April 15, 2021, ABDIAZIZ FARAH used these funds to send a \$575,000 wire transfer to Trademark Title Services for the purchase of a single-family home in Savage, Minnesota.

100. On or about April 23, 2021, ABDIAZIZ FARAH transferred \$100,000 from Empire Cuisine and Market to the Empire Enterprises bank account.

101. On or about April 27, 2021, ABDIAZIZ FARAH transferred \$34,000 from Empire Cuisine and Market to the Empire Enterprises bank account. That same day, ABDIAZIZ FARAH wrote a \$100,000 check from Empire Enterprises to MIB Holdings.

102. On or about April 29, 2021, ABDIAZIZ FARAH transferred \$350,000 from Empire Cuisine and Market to Empire Enterprises.

103. On or about May 4, 2021, ABDIAZIZ FARAH added ABDIMAJID NUR as a signor on the Empire Enterprises bank account. That same day, ABDIMAJID NUR sent a wire transfer of \$204,795 from the Empire Enterprises account to Capital View Properties Ltd. in Nairobi Kenya.

104. On or about April 26, 2021, MAHAD IBRAHIM wrote two checks from ThinkTechAct to Empire Enterprises—one for \$355,198 and one for \$348,140. ABDIAZIZ FARAH deposited these checks into the Empire Enterprises account on or about May 10, 2021. The memo lines on the checks said that the payments were for “CACFP Food.”

105. The following day, on or about May 11, 2021, Empire Enterprises transferred \$300,000 to Capital View Properties Ltd. in Nairobi, Kenya.

MIB Holdings LLC

106. MIB Holdings LLC was a shell company used by MAHAD IBRAHIM to receive and launder Federal Child Nutrition Program funds from Empire Cuisine and Market, Empire Enterprises, and other companies involved in the scheme to defraud.

107. On or about March 23, 2021, MAHAD IBRAHIM deposited a \$25,000 check from Empire Cuisine and Market to MIB Holdings into the MIB Holdings bank account. The memo line on the check said that the payment was for "Consulting."

108. On or about April 10, 2021, MAHAD IBRAHIM deposited a \$127,829 check from Empire Cuisine and Market to MIB Holdings into the MIB Holdings bank account. The memo line indicated that the payment was for "program design/consulting."

109. On or about April 26, 2021, MAHAD IBRAHIM deposited a \$100,000 check from Empire Cuisine and Market to MIB Holdings into the MIB Holdings bank account. The memo line indicated that the payment was for "Consulting."

110. On or about May 13, 2021, MAHAD IBRAHIM deposited a \$172,329 check from Empire Enterprises to MIB Holdings into the MIB Holdings bank account. The memo line indicated that the check was for "program consulting."

111. On or about May 17, 2021, MAHAD IBRAHIM transferred \$25,000 from MIB Holdings to a Coinbase account.

112. On or about August 6, 2021, MAHAD IBRAHIM deposited a \$200,000 check from Bushra Wholesalers to MIB Holdings into the MIB Holdings account.

The memo line on the check stated that the payment was for “consulting program management.”

113. On or about August 26, 2021, MAHAD IBRAHIM transferred \$200,000 from the MIB Holdings account to 3 Pillar Homes, a custom home builder in Columbus, Ohio.

Nur Consulting LLC

114. On or about April 4, 2021, ABDIMAJID NUR registered Nur Consulting LLC, a shell company that he used to receive and launder his share of the fraud proceeds.

115. On or about April 5, 2021, ABDIMAJID NUR opened a bank account in the name of Nur Consulting.

116. On or about April 7, 2021, ABDIMAJID NUR deposited into the Nur Consulting account a \$30,000 check from Empire Cuisine and Market to Nur Consulting. The memo line on the check indicated that the payment was for “consulting.”

117. On or about April 9, 2021, ABDIMAJID NUR deposited a \$15,000 check from Empire Cuisine and Market into the Nur Consulting account. The memo line on the check indicated that the payment was for “contracted services.”

118. That same day, on or about April 9, 2021, ABDIMAJID NUR used the funds from Empire Cuisine and Market to transfer \$45,000 from the Nur Consulting account to Pulte Homes as a down payment towards the purchase of a single-family house in Savage, Minnesota.

119. On or about April 15, 2021, ABDIMAJID NUR created a Nur Consulting invoice claiming that ThinkTechAct owed \$12,000 to Nur Consulting for consulting services.

120. On or about August 11, 2021, ABDIMAJID NUR sent ABDIAZIZ FARAH three invoices from Nur Consulting to Bushra Wholesalers. The invoices claimed that Bushra Wholesalers owed more than \$82,000 to Nur Consulting for various consulting services during the months of June, July, and August 2021.

121. On or about August 12, 2021, ABDIMAJID NUR deposited three checks from Bushra Wholesalers to Nur Consulting totaling approximately \$109,125 into the Nur Consulting account.

122. Six days later, on or about August 18, 2021, ABDIMAJID NUR wrote a \$64,406 check from Nur Consulting to Dodge of Burnsville to purchase a 2021 Dodge Ram 1500 pickup truck.

MZ Market LLC

123. On or about June 18, 2021, MOHAMED ISMAIL registered MZ Market LLC with the Minnesota Secretary of State.

124. On or about August 9, 2021, MOHAMED ISMAIL opened a bank account on behalf of MZ Market.

125. On or about August 16, 2021, MOHAMED ISMAIL deposited a \$35,000 check from Empire Cuisine and Market into the MZ Market bank account. The memo line on the check indicated that the check was for “expenses.”

126. On or about September 22, 2021, MOHAMED ISMAIL deposited a \$50,000 check from Empire Cuisine and Market into the MZ Market bank account. The memo line indicated that the money was for “business expenses.”

Afrique Hospitality Group LLC

127. On or about January 6, 2021, Afrique Hospitality Group LLC was registered with the Minnesota Secretary of State. MUKHTAR SHARIFF was the chief executive officer of Afrique Hospitality Group.

128. MUKHTAR SHARIFF and his co-conspirators used Afrique Hospitality Group as a shell company to fraudulently obtain Federal Child Nutrition Program funds.

129. HAYAT NUR created fake invoices and documents designed to cover up the scheme and the conspirators’ use of shell companies to receive and launder the proceeds of the fraudulent scheme. For example, on or about January 12, 2022, HAYAT NUR sent ABDIAZIZ FARAH and ABDIMAJID NUR an email containing backdated invoices from various shell companies used by the conspirators to receive and launder Federal Child Nutrition Program funds, including a \$1.5 million invoice from Empire Enterprises to ThinkTechAct dated March 1, 2021—one month before ABDIAZIZ FARAH created Empire Enterprises.

130. Later that day on January 12, 2022, ABDIAZIZ FARAH forwarded the backdated invoices to MAHAD IBRAHIM with the note, “[h]ere you go!”

All in violation of Title 18, United States Code, Section 371.

Counts 2-12
(Wire Fraud)

131. Paragraphs 1 through 130 are incorporated herein.

132. From at least in or about April 2020 through in or about 2022, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the Grand Jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

133. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce—all of which passed through servers located outside the State of Minnesota—certain writings, signs, signals, and sounds, including the following:

Count	Defendants	Date (on or about)	Wire Details
2	ABDIAZIZ FARAH MOHAMED ISMAIL	June 1, 2020	An email from ABDIAZIZ FARAH to Sponsor A and MOHAMED ISMAIL attaching meal counts
3	ABDIMAJID NUR	June 21, 2021	An email from ABDIMAJID NUR to Sponsor A attaching Empire Cuisine and Market catering contract

Count	Defendants	Date (on or about)	Wire Details
4	ABDIMAJID NUR HAYAT NUR	June 21, 2021	An email from ABDIMAJID NUR to HAYAT NUR containing meal counts
5	ABDIAZIZ FARAH MAHAD IBRAHIM	August 2, 2021	An email from ABDIAZIZ FARAH to Sponsor A, copying MAHAD IBRAHIM, attaching meal counts, invoices, and menus
6	ABDIMAJID NUR ABDIAZIZ FARAH	August 16, 2021	An email from ABDIMAJID NUR to ABDIAZIZ FARAH attaching a site authorization form
7	ABDIAZIZ FARAH MAHAD IBRAHIM	October 18, 2021	An email from ABDIAZIZ FARAH to MAHAD IBRAHIM attaching an invoice
8	MUKHTAR SHARIFF	October 21, 2021	An email from MUKHTAR SHARIFF to Feeding Our Future, attaching meal count sheets, rosters, and invoices
9	ABDIAZIZ FARAH	November 1, 2021	An email from ABDIAZIZ FARAH to Sponsor A, attaching invoices and meal count sheets
10	HAYAT NUR ABDIAZIZ FARAH	January 5, 2022	An email from HAYAT NUR to Sponsor A and ABDIAZIZ FARAH, attaching invoices and meal count sheets
11	HAYAT NUR ABDIAZIZ FARAH	January 12, 2022	An email from HAYAT NUR to ABDIAZIZ FARAH, attaching invoices
12	ABDIMAJID NUR SAID FARAH	January 23, 2022	An email from ABDIMAJID NUR to SAID FARAH attaching invoices

All in violation of Title 18, United States Code, Section 1343.

Count 13

(Conspiracy to Commit Federal Programs Bribery)

134. Paragraphs 1 through 130 are incorporated herein.

135. From at least in or about February 2021 to September 2022, in the State and District of Minnesota, the defendants,

ABDIAZIZ SHAFII FARAH,
SAID SHAFII FARAH,
MUKHTAR MOHAMED SHARIFF,

conspired with Hadith Yusuf Ahmed, Individual I.M., and others known and unknown to the Grand Jury to commit federal programs bribery, that is, to corruptly agree to give anything of value to any person, with intent to influence and reward an agent of an organization, namely, Hadith Yusuf Ahmed and Individual I.M., in connection with any business, transaction and series of transactions with Feeding Our Future involving anything of value of \$5,000 or more, that is, in exchange for sponsoring their fraudulent participation in the Federal Child Nutrition Program, where Feeding Our Future received benefits in excess of \$10,000 under federal programs involving grants, contracts, subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, in violation of Title 18, United States Code, Section 666(a)(2).

Purpose and Object of the Conspiracy

136. The object and purpose of the conspiracy was to enable individuals and entities participating in the fraudulent scheme to obtain Federal Child Nutrition Program funds to pay bribes and kickbacks to a Feeding Our Future employee, in

exchange for Feeding Our Future's sponsorship of their fraudulent participation in the Federal Child Nutrition Program.

Manner and Means of the Conspiracy

137. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

138. Employees who worked at Feeding Our Future and Sponsor A solicited and accepted bribes and kickbacks from individuals involved in the Federal Child Nutrition Program in exchange for sponsoring their fraudulent participation in the Federal Child Nutrition Program.

139. MUKHTAR SHARIFF paid a \$250,000 bribe/kickback to a Feeding Our Future employee, Individual I.M., in exchange for her role in sponsoring and facilitating his and his co-conspirators fraudulent participation in the Federal Child Nutrition Program.

140. SAID FARAH paid bribes and kickbacks to another Feeding Our Future employee, Hadith Ahmed, in exchange for his role in sponsoring and facilitating his and his co-conspirators' fraudulent participation in the Federal Child Nutrition Program. SAID FARAH disguised the bribe and kickback payments as consulting payments or other legitimate payments to Hadith Ahmed's fake consulting company, Mizal Consulting LLC. In reality, the payments were bribes and kickbacks.

141. On or about January 20, 2022, the government executed search warrants at locations related to the investigation of the scheme to defraud the Federal Child Nutrition Program, including search warrants at Empire Cuisine and

Market, ThinkTechAct, and SAID FARAH's residence. In the wake of those search warrants, ABDIAZIZ FARAH and SAID FARAH contacted Hadith Ahmed and arranged to create a fake consulting contract designed to cover up the kickback payment. The defendants then drafted a sham consulting agreement between Bushra Wholesalers and Hadith Ahmed's shell company, Mizal Consulting. The contract was backdated to June 1, 2021, and stated—falsely—that Bushra Wholesalers was paying Mizal Consulting to provide supervision, training, and management, at Federal Child Nutrition Program sites in Minneapolis, Shakopee, Willmar, Rochester, Faribault, and Marshall, Minnesota. In reality, this consulting contract was fake and was created in order to conceal the nature of the kickback payments to Hadith Ahmed.

Acts in Furtherance of the Conspiracy

142. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

143. On or about December 1, 2020, Hadith Ahmed registered Mizal Consulting LLC with the Minnesota Secretary of State.

144. On or about June 9, 2021, MUKHTAR SHARIFF purchased a \$250,000 cashier's check from an Afrique Hospitality Group bank account payable to Individual I.M., an employee of Feeding Our Future.

145. On or about July 25, 2021, SAID FARAH wrote a check for \$65,250 from Bushra Wholesalers to Mizal Consulting. The memo line on the check read "consultant."

146. On or about August 17, 2021, ABDIAZIZ FARAH wrote a \$10,000 check from Empire Enterprises to Individual J.S.

147. On or about September 9, 2021, SAID FARAH wrote a \$35,000 check from Bushra Wholesalers to Mizal Consulting for "consulting."

148. On or about October 11, 2021, SAID FARAH wrote a \$20,000 check from Bushra Wholesalers to Mizal Consulting. The memo line on the check read "consultant."

149. On or about February 8, 2022, Individual A.E. sent Hadith Ahmed a backdated consulting agreement between Bushra Wholesalers and Mizal Consulting.

All in violation of Title 18, United States Code, Section 371.

Counts 14-19
(Federal Programs Bribery)

150. Paragraphs 1 through 130 and 139 to 149 are incorporated herein.

151. On or about the dates set forth below, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, corruptly gave, offered and agreed to give anything of value to any person with intent to influence and reward an agent of an organization, as set forth below, in connection with any business, transaction and series of transactions of each organization involving anything of value of \$5,000 or more, where such organization received benefits in excess of \$10,000 annually under federal programs involving grants, contracts,

subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, as follows:

Count	Defendant	Date (on or about)	Payment
14	ABDIAZIZ FARAH	February 1, 2021	A \$10,000 check from Empire Cuisine and Market to Hadith Ahmed
15	MUKHTAR SHARIFF	June 9, 2021	A \$250,000 check from Afrique Hospitality Group to Individual I.M.
16	SAID FARAH	July 25, 2021	A \$65,250 check from Bushra Wholesalers to Mizal Consulting
17	ABDIAZIZ FARAH	August 13, 2021	A \$10,000 check from Empire Enterprises to Individual J.S.
18	SAID FARAH	September 9, 2021	A \$35,000 check from Bushra Wholesalers to Mizal Consulting
19	SAID FARAH	October 11, 2021	A \$20,000 check from Bushra Wholesalers to Mizal Consulting

All in violation of Title 18, United States Code, Section 666.

Count 20

(Conspiracy to Commit Money Laundering)

152. Paragraphs 1 through 130 and 139 to 149 are incorporated herein.

153. From in or about April 2020 through in or about 2022, in the State and District of Minnesota, the defendants,

ABDIAZIZ SHAFII FARAH,
MOHAMED JAMA ISMAIL,
ABDIMAJID MOHAMED NUR,
MAHAD IBRAHIM,
SAID SHAFII FARAH,
ABDIWAHAB MAALIM AFTIN,
MUKHTAR MOHAMED SHARIFF,

conspired with others known and unknown to the Grand Jury to conduct and attempt to conduct financial transactions, namely, payments through checks and wire transfers, knowing that the property involved in such transactions represented the proceeds of specific unlawful activity and which, in fact, involved the proceeds of specific unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing those transactions were designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specific unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

Purpose and Object of the Conspiracy

154. The purpose and object of the conspiracy was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

Manner and Means of the Conspiracy

155. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

156. The defendants created entities for use in hiding the source and ownership of proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

157. Some of these entities purported to be meal vendors providing meals and food to the Federal Child Nutrition Program sites. In reality, these companies were

shells designed to disguise the source and ownership of the proceeds of the fraud scheme.

158. The defendants also created shell companies in order to receive, misappropriate, and launder the proceeds of their fraud scheme.

159. The defendants transferred funds among their shell companies in order to conceal the source or nature of the funds. After laundering the proceeds of their scheme, the defendants used their shell companies to purchase real estate, cars, and other personal items.

160. As part of the conspiracy to launder fraud proceeds, on or about April 1, 2020, ABDIAZIZ FARAH and MOHAMED ISMAIL created a company called Empire Cuisine and Market LLC to carry out the fraudulent scheme. Although Empire Cuisine and Market purported to be a meal vendor company, in reality, ABDIAZIZ FARAH and MOHAMED ISMAIL used the company to obtain and launder fraud proceeds.

161. On or about January 6, 2021, MUKHTAR SHARIFF created a company called Afrique Hospitality Group to carry out the fraudulent scheme. MUKHTAR SHARIFF used Afrique Hospitality Group to obtain and launder fraud proceeds, which he used to build an event center space in Bloomington.

162. On or about February 10, 2021, SAID FARAH created a company called Bushra Wholesalers LLC, which was used to launder fraudulently obtained and misappropriated Federal Child Nutrition Program Funds.

163. On or about April 4, 2021, ABDIMAJID NUR created a company called Nur Consulting LLC, which was used to launder funds for Empire Cuisine and Market. ABDIMAJID NUR used Federal Child Nutrition Program funds to fund personal spending.

All in violation of Title 18, United States Code, Section 1956(h).

Counts 21-42
(Money Laundering)

164. Paragraphs 1 through 163 are incorporated herein.

165. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Approximate Date	Transaction
21	SAID FARAH	March 11, 2021	A check for approximately \$118,258 from Empire Cuisine and Market to Bushra Wholesalers for "groceries"
22	ABDIAZIZ FARAH	March 15, 2021	A payment of approximately \$500,000 from Empire Cuisine and Market to Johnson-Reiland custom home builders towards the construction of a new house in Prior Lake, Minnesota

Count	Defendant(s)	Approximate Date	Transaction
23	ABDIAZIZ FARAH	April 15, 2021	A wire transfer of approximately \$575,000 from Empire Enterprises to Trademark Title Services, Inc. towards the purchase of a single-family home located at 15418 Hampshire Lane, Savage, Minnesota
24	ABDIAZIZ FARAH ABDIMAJID NUR	May 4, 2021	A wire transfer of approximately \$204,795 from Empire Enterprises to Capital View Properties Ltd. in Nairobi, Kenya
25	ABDIAZIZ FARAH ABDIMAJID NUR	May 11, 2021	A wire transfer of \$300,000 from Empire Enterprises to Capital View Properties Ltd. in Nairobi, Kenya
26	ABDIAZIZ FARAH	May 15, 2021	A payment of approximately \$250,000 from Empire Cuisine and Market to Johnson-Reiland custom home builders towards the construction of a new lakefront house in Prior Lake, Minnesota
27	ABDIWAHAB AFTIN	May 17, 2021	A wire transfer of approximately \$200,000 from Bushra Wholesalers to Capital View Properties Ltd. in Nairobi, Kenya
28	MOHAMED ISMAIL	May 27, 2021	A payment of approximately \$137,270 from MOHAMED ISMAIL to U.S. Bank towards the purchase of a townhouse located at 13825 Edgewood Ave, Savage, Minnesota

Count	Defendant(s)	Approximate Date	Transaction
29	ABDIAZIZ FARAH ABDIMAJID NUR	June 1, 2021	A wire transfer of approximately \$206,428 from Empire Enterprises to Capital View Properties Ltd. in Nairobi, Kenya
30	MAHAD IBRAHIM	June 1, 2021	A payment of approximately \$120,000 from MIB Holdings LLC to 3 Pillar Homes towards the construction of a new single-family home located at 5657 Maple Drive, Lewis Center, Ohio
31	MUKHTAR SHARIFF	June 9, 2021	The purchase of a \$250,000 cashier's check from Afrique Hospitality Group to Individual I.M.
32	ABDIAZIZ FARAH	July 7, 2021	A payment of approximately \$1,041,986 from Empire Enterprises to Trademark Title Services, Inc. towards the purchase of two lakefront lots in Prior Lake, Minnesota
33	ABDIAZIZ FARAH	July 31, 2021	A payment of approximately \$29,083 from Empire Cuisine and Market to Porsche Minneapolis towards the purchase of a 2021 Porsche Macan
34	ABDIMAJID NUR HAYAT NUR	August 9, 2021	A payment of approximately \$11,504 from Nur Consulting to Wings Financial Credit Union towards the purchase of a 2019 Nissan Ultima

Count	Defendant(s)	Approximate Date	Transaction
35	ABDIMAJID NUR	August 17, 2021	A payment of approximately \$64,406 from Nur Consulting to Dodge of Burnsville towards the purchase of a 2021 Dodge Ram 1500
36	MAHAD IBRAHIM	August 20, 2021	A payment of approximately \$200,000 from MAHAD IBRAHIM to 3 Pillar Homes towards the construction of a new single-family home in Lewis Center, Ohio
37	ABDIAZIZ FARAH	August 21, 2021	a payment of approximately \$65,005 from Empire Cuisine & Market to Lupient towards the purchase of a 2021 GMC Sierra pick-up truck
38	ABDIMAJID NUR	September 1, 2021	A payment of approximately \$30,000 from ABDIMAJID NUR to Farhia Jewelry in Dubai, United Arab Emirates
39	ABDIAZIZ FARAH	September 20, 2021	A payment of approximately \$150,000 from Empire Cuisine and Market to Johnson-Reiland custom home builders towards the construction of a new lakefront house in Prior Lake, Minnesota
40	SAID FARAH	September 21, 2021	A payment of approximately \$66,506 from Empire Cuisine and Market to Bushra Wholesalers for "groceries"

Count	Defendant(s)	Approximate Date	Transaction
41	ABDIMAJID NUR	September 30, 2021	A payment of approximately \$34,777 from ABDIMAJID NUR to Morrie's 394 Hyundai towards the purchase of a 2021 Hyundai Santa Fe
42	ABDIAZIZ FARAH	October 12, 2021	A payment of approximately \$334,632 from Empire Enterprises to Trademark Title Services, Inc. towards the purchase of a townhouse located at 438 Stonewood Lane, Burnsville, Minnesota

All in violation of Title 18, United States Code, Section 1957.

Count 43

(False Statement in a Passport Application)

166. On or about March 22, 2022, in the State and District of Minnesota, the defendant,

ABDIAZIZ SHAFII FARAH,

willfully and knowingly made a false statement in an application for a passport with the intent to induce and secure for his own use the issuance of a passport under the authority of the United States, contrary to the laws regulating the issuance of passports and the rules prescribed pursuant to such laws, in that the defendant submitted a passport application stating that his previous passport had been lost when, in truth and fact, the defendant had not lost his passport, all in violation of Title 18, United States Code, Section 1542.

FORFEITURE ALLEGATIONS

167. Counts 1 through 42 of this Superseding Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

168. If convicted of any of Counts 1–19 of this Superseding Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1–19 of the Superseding Indictment.

169. If convicted of any of Counts 20–42 of this Superseding Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. §§ 1956 and 1957 and any property traceable to such property.

170. The property subject to forfeiture includes, but is not limited to:

- a. The real property located at 15418 Hampshire Lane, Savage, Minnesota;
- b. The real property located at 13825 Edgewood Avenue South, Savage, Minnesota;
- c. The real property located at 3847 Cane Run Road, Louisville, Kentucky;

- d. The real property located at 438 Stonewood Lane, Burnsville, Minnesota;
- e. The real property located at 5594 Candy Cove Trail SE, Prior Lake, Minnesota;
- f. The real property located at 5604 Candy Cove Trail SE, Prior Lake, Minnesota;
- g. The real property located at 5657 Maple Drive, Lewis Center, Ohio;
- h. The real property located at 6200 South 3rd Street, Louisville, Kentucky;
- i. \$424,695.03 seized from US Bank account No. 104786619932, held in the name of Empire Cuisine and Market LLC;
- j. \$1,842,797.55 seized from US Bank account No. 104785323379, held in the name of ThinkTechAct Foundation;
- k. \$4,000,422.57 seized from JP Morgan Chase Bank account No. 761580833, held in the name of Empire Cuisine and Market LLC;
- l. \$1,286,805.76 seized from JP Morgan Chase Bank account No. 736875953, held in the name of Empire Enterprises LLC;
- m. \$1,249,912.71 seized from 1st United Bank account No. 011707940100 held in the name of Johnson-Reiland Builders and Remodelers Inc.;

n. \$460,319.56 seized from JP Morgan Chase Bank account No. 736929651, held in the name of Abdiaziz Farah;

o. \$45,649.27 seized from JP Morgan Chase Bank account No. 736676930, held in the name of Nur Consulting LLC;

p. \$77,895.32 seized from TruStone Financial Credit Union account No. 892550-1000, held in the name of Bushra Wholesalers LLC;

q. \$6,442.25 seized from Wells Fargo account No. 5674871586, held in the name of Mohamed Ismail;

r. \$456,968.36 seized from Spire Credit Union account No. 752231-00, held in the name of MIB Holdings LLC;

s. \$448,285.14 seized from Spire Credit Union account No. 752231-11, held in the name of MIB Holdings LLC;

t. \$132,449.90 seized from Stock Yards Bank and Trust account No. 420000534, held in the name of BBI, LLC;

u. A 2021 Dodge Ram 1500, VIN 1C6SRFJTXMN742870;

v. A 2021 GMC Sierra PK, VIN 3GTU9DED8MG424943;

w. A 2021 Hyundai Santa Fe, VIN 5NMS2DAJ9MH347740;

x. A 2019 Nissan Altima, VIN 1N4BL4BV5KC249675;

y. A 2021 Porsche Macan S, VIN WP1AB2A50MLB35910;

z. A 2021 Nissan Murano, VIN: 5N1AZ2CS8MC145760;

aa. 2022 Tesla Model Y, VIN: 7SAYGDEF6NF340638;

bb. \$60,350 in United States Currency seized from a 2021 GMC Sierra PK, VIN 3GTU9DED8MG424943;

cc. \$5,954.55 in United States Currency seized from 15418 Hampshire Lane, Savage, Minnesota on January 20, 2022;

dd. \$865.30 in United States Currency seized from Marschall Road, Shakopee, Minnesota on January 20, 2022;

ee. \$506 in United States currency seized from 2713 5th Avenue South, Minneapolis Minnesota on January 20, 2022;

ff. Miscellaneous electrical devices seized from 2713 5th Avenue South, Minneapolis Minnesota on January 20, 2022;

gg. Miscellaneous jewelry seized from 15418 Hampshire Lane, Savage, Minnesota on January 20, 2022;

hh. Miscellaneous clothing and accessories seized from 15418 Hampshire Lane, Savage, Minnesota on January 20, 2022;

ii. Miscellaneous electronic devices seized from 15418 Hampshire Lane, Savage, Minnesota on January 20, 2022; and

jj. Louis Vuitton Duffle bag seized from a 2021 Dodge Ram 1500, VIN 1C6SRFJTXMN742870 on January 20, 2022.

171. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as

provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON